

## PERFORMANCE WORK STATEMENT (PWS)

53rd Wing Technical Support Services  
Task Order No: ID04160138

Date: November 29, 2017

### Modification History:

**Mod4 – De-obligate residual funding resulting from a contractor refund check.**

Mod3: De-obligate residual funding from the task order.

Mod2: Add incremental funding

Mod01:

- PWS 1.3 – Period of Performance ending date will change to 01/31/2017, based on Termination for Convenience Notice dated 01/06/2017.
- Change in PWS 3.10, 3.10.1, 3.10.2 and 3.13

**1.0 Introduction:** Work is to be accomplished for the United States Air Force (USAF), Air Combat Command (ACC), 53d Wing (WG) Computer Systems Squadron (CSS), herein referred to as Client, through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Services Division (AASD), Southeast Sunbelt Region.

### 1.1 Points of Contact:

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**1.2 Task Order Type:** Severable – Cost Plus Incentive Fee (CPIF)

**1.3 Period of Performance:**

Base Period: 12/01/2016 – ~~05/31/2017~~ 01/31/2017  
~~6 Month Extension: 06/01/2017 – 11/30/2017~~

**52.217-8, Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) calendar days of the end of the task order.

**2.0 Scope:** This task order shall provide support directly to the 53d WG and Department of Defense (DoD) agencies involved with 53d WG operations. The 53d WG requires Information Technology (IT) technical support for weapons and computer systems to support systems development and operations activities. This support includes a wide variety of combat systems engineering network support, test and evaluation support, security (computer/physical/personnel), software, database and computer systems development, project and configuration management, video teleconferencing (VTC), and operational test and evaluation support. These efforts are required for USAF and DoD agencies including Foreign Military Sales (FMS) defense programs and military operations. These communications and weapons systems are interrelated due to coordinated development programs, weapons systems integration issues, and use of common communications systems, databases and test assets.

**3.0 Performance Requirements –** This section outlines the technical requirements to be performed. Quality and timeliness for end products

generated within this Section are Performance Indicators as identified in PWS 4.0, Performance Requirements Matrix.

**Projected Services CLIN:** The certainty level of the task order requirements ranges from “known to unknown” to “known with varying degrees of certainty”. These Projected Service CLINs are dormant CLINs and will function similarly to a CLIN for Reimbursable Costs where it will not be utilized until 1) the need has been identified and approved and 2) it is funded (in whole or in part). These “dormant” CLINs are valid projected needs, but due to planning and budget constraints, they will only be funded and activated should the projected need come into fruition. The contractor’s rates will be pre-determined in their quote based on the Workforce Projection and evaluated accordingly, but these dormant CLINs may or may not be funded or utilized at the initial task order award. Dormant CLINs may be activated at any point during the life of the task order during the remaining period of performance and the labor positions within each CLIN funded in whole or part based on funding availability. It is anticipated that if the services on a CLIN are activated, the services within the CLIN will be continuous from the effective date of activation through the life of the task order. The 53rd WG operates in a very dynamic research, development, and testing environment where the certainty, timing and funding of various needs is difficult to accurately project; however, when required these requirements must be filled in a timely manner in order to fulfill mission operations. Reference PWS Section 3.16 for additional information.

### **3.1 Network Support:**

Develop and implement worldwide, classified network system(s) in support of multiple government organizations (to include F-35 communities of interest) by developing and installing local and wide area classified and unclassified networks using commercial off the shelf (COTS) hardware and software. Provide operational support for network systems, including computer network encryption systems, bulletin-board/data distribution systems, electronic warfare messaging systems, and management support software and databases.

The contractor shall define requirements for the design, installation and operation of classified local and wide area networks hardware and software systems up to Top Secret/Sensitive Compartmented Information (TS/SCI). The contractor shall have hands-on capability to install the required hardware and software for classified networks, support government certification of the network, and operate and maintain the network hardware, software, and wiring/drops where permissible. The government will be responsible for sparing and tech refresh requirements. The contractor shall install and operate Network Encryption Devices (for example, Sectera, TACLANE, KG-250, plus legacy KIV devices), hardware and software and have personnel qualified for Communications Security (COMSEC) account management to support these networks. The contractor shall provide system administration for systems such as Clearcube. The contractor shall provide system administration/operations

on systems/technologies such as Fortinet and Logrhythm. The contractor will define requirements for and provide manning to operate high-level secure computer networks as directed by Air Combat Command/higher level command organizations. The contractor will define requirements for the design, installation, and operation of a computer network MSC both at Eglin AFB FL and Nellis AFB NV. The MSC support requirements will include system administrators, encryption specialists, network security specialists, and help desk personnel. The contractor shall also provide local area network (LAN) system administration at Tyndall AFB, FL.

**3.2 COMSEC Support:** The contractor shall define requirements for fielding and supporting encryption and cryptological equipment/keys for a number of classified networks. The contractor shall be capable of operating an Electronic Key Management System (EKMS) and shall ensure all requirements in the applicable Air Force Instruction (AFI) are followed. The contractor shall provide personnel qualified to be COMSEC Responsible Officers (CROs) that shall be responsible for managing COMSEC Sub Accounts and shall be capable of receiving, tracking, and destroying cryptological keying material as required.

**3.3 Software:** The contractor shall provide support in operation and design of SQL programming applications, Oracle databases, and applications in a distributive environment across multiple servers including, but not limited to, Gale-Lite, Signal Intelligence (SIGINT) Tutor, the Multi-Master Replication of Conventional Flagging Database, Specialized Electronic Combat Tool Kit and Reprogramming Environment (Spectre), Electronic Warfare support tools, Microsoft (MS) SharePoint to include unclassified and classified applications, and the Configuration and Security Tracking System (CASTS) and Sentris Data Labeling software. In addition, the contractor will develop in-house products, as required, to support MSC operations. Software tasks to be performed shall include:

- Requirements Definition/Requirements Gathering
- Quick Prototype Development
- High level and detailed application and data design
- Software Coding
- Debugging/Troubleshooting
- Field and Installation
- Maintenance
- Future version releases for in-house developed software

Spectre is a government-owned, SQL-based relational database application that supports the Electronic Warfare Integrated Reprogramming (EWIR) mission. It imports data from a number of databases used in the EW process and enables engineers to review, modify, and export data in various formats as required by EW system mission data generators.

CASTS is a government-owned SQL-base relational database application that enables data input, forms/system security plans generation, and electronic coordination capabilities.

Sentris is a Mantech Corporation owned software product. Sentris provides email/data/file labeling capability for secure data transfer operations. The contractor may set up a prime/sub relationship with Mantech Corporation to perform modifications needed for Sentris.

- 3.4 Technical Writing/Documentation:** The contractor shall develop draft and final documentation in support of network support activities. These documents may include (but is not limited to) test plans, test procedures, checklists, security policies, operating procedures, reports and other documentation as required. These documents shall be written in standards determined by the government (Institute of Electrical and Electronics Engineers (IEEE), the Director of Central Intelligence Directive (DCID), the Joint Air Force, Army and Navy Manual (JAFAN), Joint Security Implementation Guide (JSIG), and DoD Joint Security Implementation Guide (DJSIG), etc). The contractor shall also be responsible for taking meeting minutes at meetings/conferences as designated by the government. Minute taking can be covered by either the technical writer or by other contractor personnel and will not require a full-time position.
- 3.5 Training:** The contractor shall provide training to user personnel for CASTS and for any field level upgrades that are performed. The training will primarily be desktop training for field users and not maintainers. However, the contractor may be required to attend “train the trainer” courses and then provide training for local administrators.
- 3.6 Client Support Administrator:** The contractor shall provide office level support for desktops, thin clients, and Clearcube blade technology. The contractor shall provide support with software installation, upgrades, patches, antivirus software, and any office applications required. The contractor shall interface with 53d WG Computer Systems Squadron personnel to ensure all computers on the network are properly configured and registered on the base network. This work may be required on unclassified and classified networks.
- 3.6.1** The contractor shall, at locations deemed appropriate by the government, have the capability to install required hardware/software for unclassified/classified computers as directed by the local government representative; operate, maintain, and control the computer hardware/software within areas designated by government personnel; oversee personnel, information, industrial and classified programs and concerns; work with unit security manager(s) to ensure individual personnel security clearances are current to prevent program ineligibility; interpret policies and provide guidance to the commander on an

organization's classified security programs; develop operating instructions and training aids for squadron security training programs.

- 3.7 Video Teleconferencing (VTC) Operations:** The contractor shall operate, maintain, and trouble shoot video teleconferencing equipment to include VTC bridging equipment and end-user equipment at all classification levels. The contractor shall schedule, configure, test, and operate weekly VTCs. The contractor shall define requirements for customer sites to connect to MSC VTC equipment. The contractor shall provide help-desk support for VTC operations. The contractor shall assist the government in developing security documentation, configuration management, and any other required documentation for VTC operations.
- 3.8 Project/Configuration Management:** The contractor shall provide program management to ensure efficient management of the task order and related support activities. The contractor shall provide project management to ensure efficient management of support activities required to support the electronic warfare and test and evaluation missions. These actions include, but not limited to, documenting requirements and analysis of organization needs relating to weapons systems and computer systems. This position shall also assist the government in performing configuration management functions. These functions shall include, but not be limited to, working with user sites on network connectivity requirements, standard desktop configuration requirements, tracking/shipping equipment, and software requirements supporting the configuration management process.
- 3.9 Network Systems Security:** The contractor shall provide selected staff as Information System Security Manager(s) (ISSM) as determined by the government. The IAM shall perform all responsibilities in accordance with Joint Security Implementation Guide (JSIG), DoD Joint Security Implementation Guide (DJSIG), DIACAP, Risk Management Framework (RMF) guidance, or other applicable documentation as designated by the government to include Joint Air Force Army Navy (JAFAN) and Director of Central Intelligence Director (DCID) until all systems covered by those legacy systems have been retired. The contractor shall perform all Information Assurance Officer (IAO) responsibilities in accordance with JSIG, DJSIG, DIACAP, RMF, or other applicable documentation as designated by the government, providing guidance and assistance to units involved in classified activities, as required to include JAFAN 6/3, and DCID 6/3 until systems covered by those legacy systems are retired. Establish and maintain accreditation for all Information Systems (IS) operating within a classified environment. Develop and maintain System Security Plans (SSPs) outlining security operating procedures. Assist unit Information Assurance Manager (IAM) in developing sanitation and secure data extraction program for media, security incident clean-up plans, system certification testing plan, vulnerability testing, and protection measure procedures. Maintain continuous positive control and accountability of all IS

hardware and software entered into and removed from classified facilities. Assist the Program/Activity Security Manager with initial and recurring training for all personnel afforded access to any information systems. Assist with the evaluation of commercial- and government-off-the-shelf hardware and software with recommendations to management on the products. Conduct weekly audits of Local- and Wide- Area Networks operating in classified facilities.

- 3.10 Program/Activity Security Management:** The contractor shall provide day-to-day security management and oversight for classified activities. Responsibilities include, but are not limited to: **developing and providing input on maintaining** comprehensive security Standard Operating Procedures (SOP) outlining the security policies and guidance for conducting classified activities within Program Security areas; performing and documenting annual security self-inspection and reviews; identifying, reporting, and documenting security incidents (violations, infractions, and inadvertent disclosures) in accordance with the provisions outlined in the JSIG, DJSIG, DIACAP, Joint Air Force, Army and Navy Manual (JAFAN), and the Director of Central Intelligence Directive (DCID); and applicable service regulations/ instructions for collateral requirements; and advising and assisting unit members in accordance with other applicable directives and security classification guidance, and coordinate with other security offices to ensure that organization needs are met. Other Program Security Management duties will include, but not be limited to:

- 3.10.1 Information Security Program:** The contractor shall provide information security/document control management support of all classified activities. These duties will include, but not be limited to, assisting management with interpretation of classified guidance for classification management and safeguarding requirements; advise/interpret established security policies, practices, procedures, and techniques to a variety of organizations or situations that differ in kind and level of security, complexity, and local conditions or circumstances requiring adjustment or modification of established approaches. Disseminate classified policies; **develop providing input on** procedures for the protection of classified information originated or controlled by installation activities. Provide guidance on document marking, safeguarding, and use of printed material; personnel access controls; need-to-know criteria; physical storage and control; and transmitting, transferring, reproducing, downgrading, and destroying information. Manage local courier requirements and all other classified distribution. Maintain a document control database consisting of all accountable program information (up to and including TS material) stored within program accredited facilities.

- 3.10.2 Personnel Security Program:** The contractor shall provide and oversee personnel security management requirements where access to classified information is afforded to personnel. Advise management on current personnel security policies and procedures for obtaining and maintaining classified accesses. Manage any mandated classified personnel access

quotas, revalidating all quotas or billets annually. Perform 1<sup>st</sup> Tier adjudications, and prepare and submit for approval of classified access requests for all unit personnel nominated for access. Conduct indoctrination briefings, annual refresher training briefings, and debriefing, as required. **Develop Provide input**, coordinate, publish and maintain security operating procedures for visit notifications as well as visitor control. Monitor visitor control. Prepare outgoing visit requests for dispatch and verify/record all incoming visit notifications. Verify personnel access level via Joint Personnel Adjudication System (JPAS). Coordinate with collateral Unit Security Manager and host base security officials to ensure all personnel hold up-to-date clearances appropriate for their required classified accesses. Prepare and maintain prescribed files and records pertinent to personnel security. Prepare requests (if applicable) for issuance and control of restricted area badges. Prepare and coordinate with unit security manager to request SCI billets, as required.

**3.10.3 Physical Security Program:** The contractor shall provide physical security support by preparing and submitting all required documentation for the accreditation of all classified facilities. Ensure that all classified activities comply with the physical security standards outlined in the DCID 6/9 and the JAFAN 6/9 policies and all other applicable directives and established policies. Ensure that continuous physical security management procedures are met within the classified facilities to include, but not limited to: scheduling Technical Surveillance Countermeasures Survey and TEMPEST/Emission/Emanations Security (EMSEC) test/evaluation; requesting approval to use destruction and reproduction equipment; conducting entry/exit inspections; working with the IAM to ensure that RED/BLACK separation is maintained between IT equipment; conducting alarm test and response; and maintaining physical security records.

**3.10.3.1 Facility Management:** The contractor shall provide overall facility/secure conference room management support at Eglin AFB and Nellis AFB to ensure the facilities used to provide information technology capabilities under this PWS are in proper working order/condition. This includes overall facility maintenance such as proper operation of doors/windows/cabling/raised floors/garage doors/roofing/emergency generators//uninterruptible power supplies, etc. The contractor shall support drafting of any documentation required (332s, etc) to have maintenance done on the facility to be approved/routed by government personnel.

**3.10.4 Industrial Security Program:** The contractor shall advise and assist the Contracting Officer, Program Manager, and Quality Assurance Evaluators by providing day-to-day industrial security guidance and clarification as required to contractors supporting unit classified facilities/activities. Review applicable contractor DD 254 to ensure that all appropriate upper-level coordination has been accomplished to allow for classified activities.



- 3.10.5 Security Awareness, Training and Education (SATE) Program:** The contractor shall support development and promulgation of a classified security education and training program designed and tailored to meet the all security requirements of the organization. Conduct initial and recurring security education briefings, and monitor external security training opportunities and provide guidance on the procedures for attendance for personnel afforded classified access, as appropriate.
- 3.11 Future Systems:** The contractor shall maintain a working knowledge of Next Generation Data Distribution Systems, Next Generation Electronic Warfare System (NGES) Application Programming Interfaces (APIs) and database, the integration of databases with Oracle Label Security, virtualization hardware and software capabilities, all Microsoft capabilities, Voice Over Internet Protocol (VOIP), and the overall workings computer requirements necessary to support that process. If necessary, the contractor shall subcontract to technology specific subject matter experts (SMEs) to meet mission requirements.
- 3.12 Systems Test and Operations Support:** The contractor shall provide test, data, and analysis support for the development, test, and operational support of weapon systems. Support includes the design, development, and execution of test plans and detailed test procedures, test and system data analysis, test reporting, test management, and security assistance for classified programs. Provide test data movement/data reduction support for a variety of F-35 aircraft platforms variants and F-35 based electronic warfare systems.
- 3.12.1 Scheduling:** The contractor shall provide detailed test scheduling using the Consolidated Scheduling Enterprise (CSE) software system (or whatever scheduling system is in use at Eglin AFB) and supporting databases to coordinate aircraft, range capabilities, airspace and other range and airborne test assets.
- 3.12.2 Testing:** The contractor shall provide testing support and maintain detailed knowledge of flight test planning and execution, including associated data collection, reduction and analysis of hardware and software systems. This includes but is not limited to preparing Removable Memory Modules (RMM's) for mission briefs and staying current with the Telemetry Attributes Transfer Standard (TMATS) profile, work with other test organizations to ensure all RMM's are working and have the proper formats loaded, downloading RMM's after missions are flown and distributing data to appropriate organizations, and archiving data for future use. The contractor shall provide support and maintain an operational understanding of airborne recording systems, time-space-position information (TSPI), threat instrumentation, and use of weapons fly-out models data analysis products. Test data movement will include any

aircraft being tested by the 53WG to include F-35 and F-35 electronic warfare systems.

**3.13 Administrative Documentation Management Support:** The contractor shall provide administrative documentation management support capabilities to 53 WG organizations supporting advanced program activities. Administrative support includes (but is not limited to) serving as a Defense Travel System (DTS) administrator, conducting government timekeeping/book keeping, unit programs coordinator, and other government support functions

**3.14 General Network Support:** The contractor shall provide equipment custodian and software license management duties, when required. This task can be covered by personnel performing other tasks and will not require any additional personnel positions.

**3.14.1 Equipment Custodian:** The contractor shall provide equipment custodian support in compliance with AF Instructions and local policies/requirements for equipment custodian duties. This task can be covered by personnel performing other tasks and will not require any additional personnel positions.

**3.14.2 Software License Management:** The contractor shall provide software license management support in compliance with AF Instructions and local policies/requirements for software license management duties. This task can be covered by personnel performing other tasks and will not require any additional personnel positions.

**3.15 Facility Management:** The contractor shall provide overall facility/secure conference room management support to ensure the facilities used to provide information technology capabilities under this PWS are in proper working order/condition. This includes overall facility maintenance such as proper operation of doors/windows/cabling/raised floors/garage doors/roofing/emergency generators/uninterruptible power supplies, etc. The contractor shall support drafting of any documentation required (PWS, 332s, etc.) to have maintenance done on the facility to be approved/routed by government personnel. Should this ancillary duty require a full time position at a later date, upon determination of need, the Government will negotiate a contract modification.

**3.16 Projected Services:** The Government has a valid need for additional support services that may be required within the life of this task order. However, due to planning and/or budgetary constraints these projected services MAY or MAY NOT be activated. The offeror will price these tasks in their quote based on the Workforce Projection. When, or if, the services are required in whole or part, the CO will notify the contractor in writing that services will be required, provide an effective date and any other necessary details, and fund the CLIN as appropriate. A modification will be accomplished to formally activate the

CLIN and fund the additional services into the task order. It is anticipated that if the services on a CLIN are activated, the services within the CLIN will be continuous from the effective date of activation through the life of the task order. Penetration Testing will be per assessment, when activated, but will not exceed six (6) assessments per performance period.

**3.16.1 Mission Support Center – Second Shift – Eglin AFB:** If this CLIN is activated, the contractor shall provide the resources to support a second shift at Eglin, AFB, FL. The scope of the performance requirements to execute a 2<sup>nd</sup> shift includes the following PWS Sections and the projected level of effort contained in the Workforce Projection:

PWS Ref	Scope of Services
3.1	Network Support
3.4	Technical Writing/Documentation
3.5	Training
3.8	Project/Configuration Management
3.9	Network Systems Security
3.10	Program Security Management

**3.16.2 Mission Support Center – Third Shift – Eglin AFB:** If this CLIN is activated, the contractor shall provide the resources to support a second shift at Eglin, AFB, FL. The scope of the performance requirements to execute a 3<sup>rd</sup> shift includes the following PWS Sections and the projected level of effort contained in the Workforce Projection:

PWS Ref	Scope of Services
3.1	Network Support
3.4	Technical Writing/Documentation
3.5	Training
3.8	Project/Configuration Management
3.9	Network Systems Security
3.10	Program Security Management

**3.16.3 Mission Support Center – Second Shift – Nellis AFB:** If this CLIN is activated, the contractor shall provide the resources to support a second shift at Nellis AFB, NV. The scope of the performance requirements to execute a 2<sup>nd</sup> shift includes the following PWS Sections and the projected level of effort contained in the Workforce Projection:

PWS Ref	Scope of Services
3.1	Network Support
3.2	Technical Writing/Documentation
3.5	Training
3.7	Video Teleconferencing (VTC)
3.8	Project/Configuration Management
3.9	Network Systems Security
3.10	Program Security Management

**3.16.4 Mission Support Center – Third Shift – Nellis AFB:** If this CLIN is activated, the contractor shall provide the resources to support a second shift at Nellis AFB, NV. The scope of the performance requirements to execute a 3<sup>rd</sup> shift includes the following PWS Sections and the projected level of effort contained in the Workforce Projection:

PWS Ref	Scope of Services
3.1	Network Support
3.4	Technical Writing/Documentation
3.5	Training
3.8	Project/Configuration Management
3.9	Network Systems Security
3.10	Program Security Management

**3.16.5 Penetration Testing:** Penetration testing will be done against network/ hardware/ software products being supported by this contract and will consist of “blue team” activities to scan/social engineer/etc. and exploit any weaknesses found in the security structure/architecture of any network/product supported under, but not limited to, Section 3 of this PWS. The testing process will consist of performing network/system test planning activities, providing network/system administration set-up to perform the test, conducting network test activities, and writing the report identifying any findings. The contractor shall meet all testing goals within its control. The required support needed for this testing may vary per assessment and will be on an as required basis. If this CLIN is activated, the contractor shall provide up to six (6) network assessments during a contractual period of performance. Each assessment will be approximately a two (2) week per period.

**3.16.5.1** The contractor is authorized to use an independent 3<sup>rd</sup> party organization to perform network penetration testing. The “independent 3<sup>rd</sup> party” may be another division of the prime contractor but must not have an interest in the network successfully “passing” the penetration testing.

**3.16.5.2** Based upon historical data, 3600 hours total or 600 hours per test are allocated for execution of this task. This is based upon the penetration testing being performed by a team of five (5) personnel, six (6) times per year, for a two-week period for each test. This covers test preparation, test conduct, and test report writing. Parameters for the test will be defined by government personnel. An estimate was provided in the Workforce Projection, but the specific labor skillset involved will vary per assessment. To allow the contractor preparation time, the Government will provide a timeline to the contractor at least 30 days in advance of each test.

#### **4.0 Performance Criteria Matrix:**

<b>Performance Criteria Matrix: Performance Indicators</b>	<b>Performance Standards</b>	<b>AQL</b>	<b>Method of Surveillance</b>
3.1 -3.2 Networks and Computer Systems Support	-Network up-time -Problem resolution/repair times -Encryption device operations	98%	-Customer Complaints -Periodic Inspection
3.3 Software	-Software coding usage/correctness	98%	-Customer Complaints -Periodic Inspection
3.4 Technical Documentation	-Correctness -Completeness	98%	-Government Review
3.5 Training	-Correctness -Completeness	98%	-Customer Complaints / Satisfaction -Government Review
3.6 Client Support Administrator (CSA)	-Small computer support capability	98%	-Customer Complaints -Periodic Inspection
3.7 Video Teleconferencing	-VTC up-time	98%	-Customer Complaints -Periodic Inspection
3.8 Project/ Configuration Management	-Documentation Availability -Suspense's Met	98%	-Government Review
3.9 Network Systems Security	-Minimal security incidents -Incident response	98%	-Government Review
3.10 Program/Activity Security Management (physical and personnel)	-Security inspection write-ups -Security inspection responses -Facility reviews -Personnel paperwork submitted/tracked/timeliness	98%	-Government Review
3.11 Future (New) Technologies	-Responsiveness, when tasked	98%	-Government Review

3.12 Systems Test & Operations Support	-Comprehensive identification of vulnerabilities	98%	-Government Review
3.12.1 Scheduling	-Missions scheduled/reschedules on-time Mission support effectiveness	98%	-Customer Complaint -Periodic Inspection
3.12.2 Testing	-Mission Scheduling Timeliness/Accuracy -Test Data collection/reduction	98%	-Customer Complaint -Periodic Inspection
3.13 Administrative Documentation Management Support	-Correctness of Support -Completeness of Support	98%	-Government Review -Periodic Inspection
3.14 – 3.14.2 General Network Support	-Equipment Account tracking/management accuracy -Software License tracking/management/ maintenance tracking accuracy	98%	-Government Review -Periodic Inspection
9.13 – 9.13.2 Monthly reports	Each report due on the tenth business day following the close of the calendar month.	98%	100% Inspection
9.13.3 Other Reports	Due on the 15 <sup>th</sup> day of each month	95%	100% Inspection

**5.0 Task Order Deliverables:** All deliverables shall be delivered to the CR no later than the specified dates stated in the Performance matrix in Section 4.0.

**6.0 Initial Business and Technical Meeting:** Within ten (10) business days following the task award date, contractor will meet with the Client to review goals and objectives of this task order, discuss technical requirements, and review transition plans.

**7.0 Records/Data:** The government asserts unlimited rights to all data, software, and applications developed under the subject task order.

**The following clauses are incorporated by reference:**

*DFAR 252.227-7013, Rights in Technical Data--Noncommercial Items*  
*DFAR 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.*

- 8.0 Inspection and Acceptance:** Inspection and acceptance will occur in accordance with FAR 52.246-3, Inspection of Services – Cost Reimbursement. In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the contractor notified of the CR's findings within five (5) work days of normally scheduled review. If the deliverables are not acceptable, the CR will notify the PM immediately.
- 8.1 Unsatisfactory Work:** Performance by the contractor to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control, shall be at its' own expense and without additional reimbursement by the government. Unless otherwise negotiated, the contractor shall correct or replace all non-conforming services or deliverables not later than five (5) workdays after notification of non-conformance.
- 8.2 Quality Control:** The contractor shall provide and maintain a Quality Control Plan (QCP) that contains, as a minimum, the items listed below to the CR and PM for acceptance not later than ten (10) calendar days after award. The PM will notify the contractor of acceptance or required modifications to the plan. The contractor shall make appropriate modifications and obtain acceptance of the plan within thirty (30) calendar day from the date of award.
- The QCP shall include the following minimum requirements:
- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title of inspectors.
  - A description of the methods to be used for identifying and preventing defects in the quality of service performed.
  - A description of the records to be kept to document inspections and corrective or preventative actions taken.
  - All records of inspections performed shall be retained and made available to the Government upon request throughout the task order performance period, and for the period after task order completion, until final settlement of any claims under this task order.
- 8.3 Quality Assurance:** The Government will evaluate the contractor's performance of this task order. For those tasks listed in the Performance Matrix, the CR or other designated evaluator will follow the method of surveillance specified in this task order. Government personnel will record all



surveillance observations. When an observation indicates defective performance, the CR or other designated evaluator will require the contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the contractor has been made aware of the non-compliance. Government surveillance of tasks not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix (such as provided in the Inspection clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions. Any action taken by the CO as a result of surveillance will be according to the terms of the task order.

## **9.0 Terms and Conditions:**

**9.1 Federal Acquisition Regulation (FAR) Clauses:** This task order is issued under the Alliant Government Wide Acquisition Contract (GWAC). All FAR clauses in Sections C, D, E, F, G, H, and I of the Conformed Alliant Contract flow down to this task order as applicable. Clauses that required necessary fill-ins will be included in this task order as full text.

**9.2 Place of Performance:** Eglin AFB FL, Nellis AFB NV, Tyndall AFB FL, Creech AFB, Nevada, Lackland AFB TX, Patuxent River MD, and Hanscom AFB MA.

- Total number of different sites at Eglin AFB:

53 CSS	6 Locations
28 TS	2 Locations
OFP/CTF	2 Locations
36 EWS	2 Locations
513 EWS	2 Locations
16 EWS	2 Locations
- Total number of different sites at Nellis AFB:

53 CSS	2 Location
59 TES	1 Location
- Total number of different sites at Creech AFB:

1 Location
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- Total number of locations at Tyndall AFB:

1 Location
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- Total number of locations at Lackland AFB:

1 Location
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- Total number of locations at Patuxent River MD  
1 Location
- Total number of locations at Hanscom AFB MA  
1 Location

**9.3 Hours of Operation:** The core workday is 7:30AM to 4:30PM, Monday-Friday (excluding Federal holidays). However, the workday may begin as early as 5:00AM and end as late as 7:00PM with the requirement being eight hours of work per day. Normal duty hours are eight hours per day, however, when TDY, work hours may vary.

Due to changing mission requirements, the potential exists that “shift work” may be required. When it is determined that “shift work” will be required, work hours and positions impacted will be provided to the contractor to evaluate impact/cost.

Due to the working environment personnel are located in, during situations where it is declared that no government personnel shall be at the work location (i.e. hurricane or other natural disaster evacuation, Presidential declared down days, etc), the contractors will be allowed to charge their time in whatever manner is applied to government civilians.

Overtime is not anticipated on this task. Overtime is defined as hours billed at a premium over and above the awarded labor rate. Any use of overtime must be prior approved by the Contracting Officer.

Extended hours may be authorized by the government Program Manager. Extended hours are defined as any hours in excess of eighty (80) hours in a two (2) week billing period. Any use of extended hours must be prior approved by the government Program Manager.

In some cases, contractor personnel may be allowed to use the Extra Day Off (EDO) schedule (5-4-9). However, this will be approved on a case-by-case basis with mission needs taking priority. Before a contractor can utilize the EDO schedule, it must be approved at the squadron commander level.

**9.4 Task Management:** The client shall identify a Contracting Officers Representative (COR) and an Alternate Contracting Officers Representative (ACOR). Management of this task will be performed by GSA through the COR. The COR will participate in project meetings and receive task order deliverables. The COR will provide technical assistance and clarification required for the performance of this task. Deliverables must be submitted through GSA’s Web-Based Order Processing System (currently ITSS) for client approval.

- 9.4.1 Contracting Officer's Representative (COR) Designation:** Before task order award, the Contracting Officer will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The contractor will receive a copy of the written designation.

**The following clause is incorporated by reference:**

**DFARS 252-201-7000 Contracting Officer's Representative  
(Dec 1991)**

- 9.5 Key Personnel:** A single onsite task lead shall be designated for the overall effort. The task lead shall be an experienced and responsible individual accustomed to liaison activity with management-level activities of DoD. The task lead shall be responsible for the actions necessary to ensure efficient task management and shall be delegated the necessary authority to make on-site decisions. These actions include control over personnel utilization and hours expended and authorization of material and travel expenditures. The task lead is considered key personnel and need to be identified in the technical proposal. Task lead duties can be combined with other technical duties performed in Section 3.0. For example, the task lead may also be a senior technical employee performing both functions (i.e. 25% - 75% respectively). Key personnel may not be added nor removed from the task without notification of the GSA project manager or the contracting officer. The contractor must attach a copy of the request and approval to the project in ITSS. The contractor shall identify proposed personnel in their quote. Any substitution of key personnel must be of equally qualified individuals as those identified in the contractor's proposal.
- 9.6 Expertise:** The Contractor shall provide personnel with expertise in the following areas (but not limited to):
- 9.6.1 Software:** Visual Basic, SQL Server, ORACLE, Javascript, Windows 2000 Server, Windows 2003 Server, Windows 2008 Server, Vista, Windows 7, UNIX variants, Windows XP, Worldgroup
- 9.6.1.1** The contractor shall specifically support the Specialized Electronic Combat Tool Kit and Reprogramming Environment (Spectre) software. If necessary, the contractor shall obtain any subcontractor/consultant agreements that may be required.
- 9.6.2 Hardware:** Computer servers, routers, switches, encryption devices (Secterra In-line Network Encrypter (INE), TACLANEs, KG-250, KIVs, Talon, Omni, Secterra Wire-line), fiber wiring, Cat 5 wiring, Sun servers, Logrhythm devices, Fortinet equipment.
- 9.6.3 Consolidated Scheduling Enterprise (CSE)**

**9.6.4 Security Training:** All personnel in positions of “elevated privileges” per DoD Regulation 8570 shall have necessary certification to comply with 8570 mandates. Position requirements are addressed in the attached “*Workforce Projection*.” The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.
- (3) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.
- (4) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

If at any point during the lifetime of this contract (base plus four option years) 8570 is superseded by a different “elevated privileges” requirement, contractor personnel shall meet whatever “effective date” is determined by the government to become compliant with the new regulation/directive.

**9.7 Government Furnished Items and Information:** The Government will provide the contractor a dedicated work area for on-site support. The Government will make available, desks, work space, utilities, electric power hook-up, computers, access to copiers, access to a facsimile machine, and telephone services, to include local calls through standard government assets. The contractor shall be provided the authority to access all information required to perform duties. All Government Furnished Equipment (GFE) shall be utilized in strict performance of contract related duties and the contractor shall maintain policies that prohibit fraud and abuse. The Government shall provide access to all necessary documentation and facilities required for this effort.

**9.8 Reimbursable Costs:** The inclusion of reimbursable costs is a direct allocation of costs associated with support of this task order. Travel, Training, Consultant Support, and Material/Other (all referred to as Other Direct Costs (ODCs)) incurred shall be funded and approved in writing by the government prior to commencement. The government may modify requirements to increase or decrease task related reimbursable costs based on need and associated cost. All costs should be billed based on actual expenditures.

General & Administrative (G&A) charges shall be separately identified as a separate line item. The contractor shall report to the government when 75% of awarded reimbursable costs have been expended for each cost element (Travel, Training, Subcontracting Consultant Support and Materials/Other).

**9.8.1 Travel:** Travel may be necessary to perform the requirements of this task order. Locations and duration of travel cannot be established at this time. Reimbursable costs are limited to COR and/or CO pre-approved travel, and only authorized travel expenses allowed by the Joint Travel Regulations (JTR). All travel shall be approved in advance by the COR. IAW FAR 31.205-46, the CO is the only individual authorized to approve Per Diem rates that exceed the maximum amount in the JTR; if this is the case, obtain the CO's approval prior to travel. Travel shall be in compliance with the contract tasks and all other applicable requirements.

The contractor shall submit a contractor generated form to the COR and/or CO for authorization signature. The form shall, at a minimum, include 1) the travelers' names; 2) travel dates; 3) travel location(s); 4) purpose of trip; 5) estimated expenses which includes lodging, lodging tax, M&IE, transportation costs, registration, tolls, parking, and other allowable expenses; 6) other information as required by the COR. The contractor shall enter the travel request form via Action Memo through GSA's AAS Business Systems (AASBS) portal, <https://portal.fas.gsa.gov>.

If appropriate prior approval is not obtained, the Contractor may not be reimbursed. The contractor shall ensure that the requested travel costs shall not exceed what has been funded and authorized. All travel requests must be submitted in sufficient time in order to permit review and approval. The Government is not liable for any travel costs that were not pre-approved or exceed the funded ceiling amount.

To be reimbursed for travel, monthly invoices must include evidence of prior Government approval and an electronic copy of the Travel Expense Summary, for travel charges incurred for the month. The Travel Expense Summary shall be a separate attachment from the invoice. Include the G&A costs on the Travel Expense Summary as a separate item.

**Travel for Contractor Personnel:** The estimated travel costs (inclusive of G&A) are:

Base Period:	\$275,275.00
6 Month Ext:	\$275,275.00

**9.8.2 Training:** The client agency may request the contractor to attend conferences, symposiums and training sessions to provide interface and attain knowledge necessary for the performance of client requirements. The contractor may be

required to provide training for contract support personnel in the following areas: Encryption Devices (TACLANE, KG-250), Software (Win2003/2008/2012(variants) Server, Open VMS, SQL, Visual Basic, C++, Oracle), Hardware (PCs, Vax hardware, Sun servers, Linux Servers, Cisco products, VTC equipment), Security training, Mission Scheduling training, Documentum, Tumble Weed, Fortinet Technology, Logrhythm, Windows 10 and variants, Security Plus, Network+ and other network/information assurance certification requirements. When deemed necessary by the government program manager, the government may fund required training classes. However, for these particular training classes, the Contractor shall be responsible for the retraining cost of replacement support staff not possessing the required expertise under this task order for any individual contractor personnel trained at the government expense within one year of completion of the original training provided. The retraining shall be at no additional expense to the government.

The Contractor shall ensure they obtain COR and CO approval in advance. The Government is not liable for costs, nor shall the Contractor bill, for any training and associated travel costs without prior written approval.

To attend/obtain training, the contractor shall submit a contractor generated form to the COR and CO for authorization. The form shall identify the name(s) of individual, dates of attendance, type of training, estimated cost(s), and purpose. Contractor shall not attend training without prior authorization/approval from the Government COR and CO.

The Contractor shall abide by the requirements of the FAR. If the training is anticipated to equal or exceed the Micro Purchase Threshold of \$3,500 the Contractor shall obtain three (3) quotes from different companies. If there are less than three companies for the requested training, the Contractor shall provide the company quote and the rationale with enough details to allow the CO to analyze price fair and reasonableness. Training costs at or under \$150,000, the Contractor shall provide their rationale and details as required IAW FAR 13.106-3.

If there is only one source for the industry training, the Contractor shall submit the supplier's quote and a justification with the information required under FAR 13.106(b) for purchases over \$3,500 and at or under \$150,000.

The contractor shall enter the training request form via Action Memo through GSA's AAS Business Systems (AASBS) portal, <https://portal.fas.gsa.gov>.

**Training for Contractor Personnel:** The estimated training costs (inclusive of G&A) are:

Base Period:     \$110,110.00

6 Month Ext:     \$110,110.00

**9.8.3 Material/Other:** The contractor may be required to obtain materials for the performance of this task. Those materials must be incidental to and associated with the overall functions being performed through this task order. Prior to purchasing any materials, the contractor shall identify specific requirements to the Contracting Officer, who will determine whether they are necessary and integral to the performance of the task and document an affirmative decision via Action Memo through GSA's AAS Business Systems (AASBS) portal, <https://portal.fas.gsa.gov>.

The contractor may be required to provide material cost items for support for items like local file checks and passports. Contractor teaming, partnering, and subcontracting shall be acceptable to provide a total solution for materials in support of this requirement. The contractor should always determine price reasonableness prior to selecting a teaming partner for materials. The contractor shall maintain files in such a manner that the Contracting Officer could review them upon request to ensure price reasonableness and compliance with DCAA/Federal procurement regulations. It is estimated the contractor shall be required to provide the following materials in support of this task order: Servers, cables, PC Computers, and miscellaneous common commercially available electronic/IT items may be required at install sites to efficiently and cost effectively provide support for this task order.

Sustainable Acquisition FAR Clause Citations shall apply:

FAR Subpart 52.223.1 – Biobased Product Certification - Products

FAR Subpart 52.223-2 – Affirmative Procurement of Biobased Products Under Service and Construction Contracts

FAR Subpart 52.223-4 – Recovered Material Certification

FAR Subpart 52.223-9 – Estimate of Percentage of Recovered Material Content for EPA Designated Items

FAR Subpart 52.223-15 – Energy Efficiency

FAR Subpart 52.223-16 – IEEE 1680 Standard for the Environmental Assessment for the Environmental Assessment of Personal Computer Products

If it is deemed necessary by the government, the contractor may be required to provide temporary workspace off Eglin AFB. This may occur in the event the contractor's current workspace must be renovated. The workspace shall be able to accommodate any project currently being performed by the contractor (as directed by the government) to include server space, desk space, power, fire suppression, security, and air conditioning.

The estimated material costs (inclusive of G&A) are:

Base Period:	\$110,110.00
6 Month Ext:	\$110,110.00

**9.8.4 Subcontracting Consultant Support:** If deemed necessary by the government, the contractor shall provide subcontracting expert consultant support. Once approved and requested by the government, the contractor shall provide the government a detailed cost estimate for the services. Sufficient data must be provided to determine price reasonableness (i.e. labor categories/hours, historical data, etc.). Consultant Support will only be provided as needed for a specified period of time and in support of only requirements determined within scope of Section 3.0 of this PWS. All costs should be billed based on actual expenditures.

ODC subcontracting support is services or other support (i.e. temporary leases/rentals, repair services, etc.) that is necessary to perform the requirements within the scope of this task order. This subcontracting support is not a material purchase as identified above nor is it subcontracting efforts utilized for the core services required in this task order. Some services or support may only be attainable from one source. Any subcontracting support obtained under this ODC requirement must be within the scope of this PWS.

To obtain Subcontracting services/support, the contractor shall submit a contractor generated form for COR coordination and CO approval. The form shall identify a request number, the services/support needed, a statement of work identifying the services/support required, reason/purpose for services/support, any deliverables provided, functional area/location that required the services/support, performance period, total cost, and applicable attachments (i.e. price analysis or sole source justification as required).

Services or support agreed to between the contractor and any subcontractor beyond the task order's existing performance period is at the contractor's own risk. The Government does not guarantee that it will exercise any option to extend performance on this task order. Therefore, the Government is not liable for any subcontracting costs beyond the task order's current performance period. The CO will not approve any efforts submitted that show the current performance period (e.g. base year is being exceeded). Therefore, any on-going subcontracting support that will be needed in an extended period of performance, if the Government decides to exercise the option to extend performance period, shall again be coordinated with the COR and approved by the CO. The coordination and approval shall occur, in advance, prior to the start of the extension period of performance, but the approval will be subject to the Government's exercise of the option to extend the period of performance.



The COR may approve subcontracting services/support for repairs in the amount of \$3,500 or less. The CO shall approve all other Subcontracting Support efforts. The Contractor shall abide by the requirements of the FAR. If the services or support is anticipated to equal or exceed \$3,500, the Contractor shall obtain three (3) quotes from different sources. Should there be less than three sources with an anticipated value that exceeds \$3,500, the Contractor shall provide their sources' quote(s) and the rationale with enough details to allow the CO to analyze the subcontracting support request for price fair and reasonableness. Services/support at or under \$150,000, the Contractor shall provide their rationale and details as required IAW FAR 13.106-3. Services/support over \$150,000, the Contractor shall provide their rationale and details as required IAW FAR 15.404.

If there is only one source, the Contractor shall submit the source's quote and a justification with the information required under FAR 13.106(b) for purchases over \$3,500 and at or under \$150,000. The information provided for the justification over \$150,000 must be IAW FAR 6.3.

The Subcontracting Support request and any associated documentation shall be submitted via Action Memo through GSA's AAS Business Systems (AASBS) portal, <https://portal.fas.gsa.gov>.

Prior to obtaining Subcontracting services/support, the Contractor must ensure adequate funding and have received the appropriate Government approval. The Contractor shall notify the COR and CO in writing as soon as there is reason to believe that the costs it expects to incur will exceed the estimated amount approved by the Government and provide the estimate amount of additional cost required, along with the appropriate documentation, to seek approval to continue. If the Contractor performs without approval or adequate funding, they do so at their own risk; the Government will not be liable for any costs beyond what is pre-approved, funded and IAW the task order terms and conditions.

To be reimbursed for Subcontracting services/support, evidence of the appropriate Government pre-approval and the actual source documentation (i.e. invoice) will be input as separate attachments in ITSS when the Contractor submits their invoice. The Government will review the purchase(s) to validate compliance with federal procurement regulations and these task order requirements. The Contractor will be reimbursed for the actual costs of the subcontracting efforts as the costs are incurred by the contractor; however, the Government does not intend to authorize advanced payments for services not received and accepted. Include the fixed G&A or Material Handling rate as a separate item on the invoice.

Due to the nature of and integration necessary for this requirement, the below subcontracting efforts have been identified as sole source.

**9.8.4.1 Data Labeling Capabilities** – If required by the government, the contractor shall subcontract to ManTech Corp to add/modify/sustain capabilities for the Mantech product “Sentris”, the current application used to provide data labeling in 53rd WG stand-alone networks. If at any point in the future “Sentris” is replaced by another vendor product, the 53rd WG Technical Services contractor may be required to subcontract with that vendor.

**9.8.4.2 Unique Technical Capabilities Development and Sustainment** – If required by the government, the contractor shall subcontract to Georgia Tech Research Institute (GTRI) to develop/modify/maintain/sustain unique technical capabilities developed by GTRI and implemented on 53rd WG managed stand-alone networks. The exact requirements of any particular subcontract will be determined at the time of government decision/direction.

**9.8.4.3 Spectre Software Programming:** If required by the government, the contractor shall subcontract to SKM IT CONSULTING, LLC for the 53 Electronic Warfare Group (EWG ) mission data tool Spectre. SKM IT Consulting possesses unique technical capabilities to develop/modify/maintain/sustain Spectre as required by the 53 EWG for implementation on 53 WG managed networks (open and closed networks). The requirements to be met during any particular period of performance will be determined at the time of government decision/direction.

**9.8.4.4 Specialized Information Assurance Support:** If required by the government, the contractor shall subcontract to Infosurety Ops Inc. for Information System Security Manager (ISSM) capabilities. Infosurety Ops Inc. possess unique training/experience required to keep the 53 WG at the forefront of Information Assurance testing/implementation across many network fabrics. The requirements to be met during any particular period of performance will be determined at the time of government decision/direction

**9.8.4.5 Aircraft Weapons Testing Software Support:** If required by the government, the contractor shall subcontract to ATAC for weapons evaluation software support. ATAC has developed numerous techniques/software modifications to enable processing/analysis of data by test engineers. With the forecasted test requirements in the coming year(s), the time and expertise to bring another company up to speed would be unacceptable as it could cause test delay/cancellation if software support is not ready for particular test missions.

**9.8.4.6 Facility Leasing:** If required by the government, the contractor shall lease facility workspace off Eglin AFB. This may occur in the event the contractor’s current workspace must be renovated or current facilities on Eglin AFB will not

accommodate current mission requirements. The workspace shall be able to accommodate any project currently being performed by the contractor (as directed by the government) to include server space, desk space, power, fire suppression, security, and air conditioning.

The estimated Subcontracting support costs (inclusive of G&A) are:

Base Period: (b) (4)  
6 Month Ext: (b) (4)

**9.8.5 G&A:** If applicable, the contractor shall identify the G&A and cost associated with individual ODCs. The contractor shall maintain calculations of available contract dollars budgeted and reflect G&A and reimbursable ODC line items separately in the monthly financial reports. The application of G&A on ODCs must be in accordance with a contractor's cost accounting standards and disclosure statements.

**9.9 Incentive Fee:** This is a CPIF task order. A CPIF is a cost-reimbursement contract that provides for the initially negotiated fee to be adjusted later by a formula based on the relationship of total allowable costs to total target costs. This contract type specifies a target cost, a target fee, minimum and maximum fees, and a fee adjustment formula. (FAR 16.405-1)

The incentive fee is determined by using the following formula:

$$SC = .50$$

$$SC - .50$$

SC	Government Share
SG	Contractor Share
CT	Target Cost
CO	Optimistic Cost
CP	Pessimistic Cost
CF	Final Cost
PT	Target Profit/Fee
PO	Optimistic Profit/Fee
PP	Pessimistic Profit/Fee
PF	Final Profit/Fee
PA	Profit/Fee Adjustment
KC	Ceiling Price
KT	Target Price
KF	Final Price

**Step#1: Profit/Fee Adjustment Formula**

$$PA = SC (CT - CF)$$

If CF is under CT use SCU

If CF is over CT use SCO

**Step #2: Determine Adjustment**

$PF = PT + PA$

**Step #3: Determine Final Fee**

If PF Min Fee: Pay Min Fee (PP)

If PF MAX fee: Pay MAX Fee (PO)

If PF between Min & Max Fees: Pay (PF)

**Step#4: Add Final Fee to Final Cost**

Final Fee (Step3) + Final Cost (CF) = Final Price (KF)

After contract performance and at the conclusion on any period of performance, the fee payable to the Contractor is determined in accordance with the formula. The formula provides, within limits, for increases in fee above target fee when total allowable costs are less than target costs, and decreases in fee below target fee when total allowable costs exceed target costs. This increase or decrease is intended to provide an incentive for the Contractor to manage the contract effectively. When total allowable cost is greater than or less than the range of costs within which the fee-adjustment formula operates, the Contractor is paid total allowable costs, plus the minimum or maximum fee. The minimum fee may be invoiced equitably on monthly cost vouchers.

**9.10 Privacy Act:** Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. The contractor shall comply with DoD Regulation 5400.7/Air Force Supplement, *DoD Freedom of Information Act Program*, and AFI 33-332, *Privacy Act Program*. These directives set policy and procedures for the disclosure of records to the public and for making, handling, transmitting, and safeguarding For Official Use Only (FOUO) material. In addition, they set guidelines for collecting, safeguarding, maintaining, using, accessing, amending, and disseminating personal data kept in systems of records.

**9.11 Security:** Access to sensitive compartmented information (SCI) facilities and material shall be required. The contractor shall provide personnel that have TS/SCI clearance eligibility. The contractor shall meet all requirements for having a Secret facility IAW DoD 5220.22-R Paragraph 2-301. No Top Secret information shall be discussed/stored/processed at the contractor's facility. For most positions, a current Top Secret (TS)/Sensitive Compartmented Information (SCI) clearance will be required (as outlined in the attached "*Workforce Projection*").

The security requirements for this task are defined in the attached DD254. Specific security guidelines will be directed via DD254, Contract Security Classification Specification documents. The solicitation incorporates the

DRAFT DD254. The Final, signed DD254, will be incorporated into the task order upon award or via modification.

- 9.12 Section 508 Compliance:** The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following Web sites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>  
<http://www.access-board.gov/508.htm>  
<http://www.w3.org/WAI/Resources>

- 9.13 Monthly Reports:** Each report shall be due on the tenth(10<sup>th</sup>) business day following the close of the calendar month. Each report shall be submitted in through GSA's AAS Business Systems (AASBS) portal, <https://portal.fas.gsa.gov> an electronic Web-Based Order Processing System.

- 9.13.1 Monthly Status Report (MSR):** The contractor shall provide a MSR for each task that shows the progress in hours and funds expended on each task, remaining funds for each task, and describes the major activities accomplished during the month. The ODC task (CLIN) shall be further broken out by each ODC (e.g. Travel, Training, Material, Subcontractor Support). The report shall list the individual names of personnel who worked on each labor task and the hours billed by each individual for that reporting period. The MSR should also include any current or anticipated problems and briefly summarize the activity planned for the next reporting period. A copy of the monthly report shall be provided to the Government COR and submitted **with the invoice** as an attachment through GSA's AAS Business Systems (AASBS) portal, <https://portal.fas.gsa.gov> no later than the 10th workday of every month for Government acceptance.

- 9.13.2 Financial Summary Report (FSR):** A financial summary report for completion of each deliverable or monthly support effort shall be submitted

**with the invoice** as an attachment through GSA's AAS Business Systems (AASBS) portal, <https://portal.fas.gsa.gov> and submitted no later than the 10th workday of every month for Government acceptance. The FSR shall be in Microsoft Excel format.

The FSR shall include labor charges for actual hours worked and the breakdown of the ODC items, which are authorized in the task (e.g. Travel, Training, Material, Subcontractor Support). Charges shall not exceed the authorized cost limits established for labor and ODC Items. The government will not pay any unauthorized charges. Original receipts, travel vouchers, etc. completed in accordance with Federal Joint Travel Regulations shall be maintained by the contractor to support charges other than labor hours and made available to Government auditors upon request.

The FSR shall include the following broken out by task identified in Section 3.0:

- Labor hours for each skill level (SL) category (specify the contractor employee name and SL);
- Total labor charges for each skill category;
- ODC Items: ODC Items must be individually itemized and specified by each individual category. (\*Travel, Training, Material, Subcontractor Support);
- Total monthly and cumulative ODC charges (G&A/Material Handling included - if allowed); and,
- Total monthly and cumulative task order charges.

**\*Note:** For travel costs the contractor shall also use the Travel Expense Summary of the PWS and submit as a separate attachment **with the invoice**.

**9.13.3 Other Reports:** The contractor shall write quick-look, interim, and final test reports, investigation and study reports, travel reports, and conference minutes as required. Other reports shall be due on the fifteenth (15<sup>th</sup>) business day following the close of the activity

**9.14 Personal Service:** The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract".

**9.15 Problem Resolution:** The contractor shall bring problems, or potential issues, affecting performance to the attention of the CR and GSA PM as soon as possible. Verbal reports will be followed up with written reports when directed. This notification shall not relieve the Contractor of its responsibility to correct problems for which they are responsible. The Contractor will work cooperatively with the Government to resolve issues as they arise.

**9.16 Task Order Funding:** It is anticipated that the task will be incrementally funded. DFARS Clause 252.232-7007, Limitation of Government's Obligation applies to this task order. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds. To ensure adequate funding, the contractor is responsible to make the written notification required to the contracting officer, with the required information, as stated in the DFARS Clause 252.232-7007.

#### LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) [Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of \$ [Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's

notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract                      \$ \_\_\_\_\_



(month) (day), (year)                      \$ \_\_\_\_\_  
(month) (day), (year)                      \$ \_\_\_\_\_  
(month) (day), (year)                      \$ \_\_\_\_\_

(End of clause)

The Government is not obligated to reimburse the contractor for charges in excess of the task order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the task order.

The following clause is incorporated by reference:

***FAR 52.232-22, Limitation of Funds (April 1984)***

*FAR 52.209-11 - Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb2016)*

**9.17 Ceiling Price Notification:** If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding thirty (60) days, if added to all other payments and costs previously accrued, will exceed 75 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation.

**9.18 Past Performance Reporting:** The Government will provide and record Past Performance Information for acquisition over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS). Contractors are required to register in the CPARS, so contractor's may review and comment on past performance reports submitted through the CPARS. The CPARS and PPIRS websites are as follows:

CPARS <http://www.cpars.csd.disa.mil>  
PPIRS <http://www.ppirs.gov>

**9.19 Reporting Executive Compensation and First-Tier Subcontract Award:** Unless otherwise directed by the contracting officer, reporting must occur by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, ( and any modifications to these subcontracts

that change previously reported data). Reporting on first-tier subcontracts is done at the Federal funding accountability and Transparency Act Subaward Reporting system (FSRS) at <http://www.fsrs.gov>.

Reporting on executive compensation is done at the Central Contractor Registration at <http://www.ccr.gov>. Reporting on executive compensation occurs by the end of the month following the month of a contract award, and annually thereafter. The contractor shall report the names and total compensation of each of the five most highly compensated executives for the contractor's preceding fiscal year.

The contractor shall refer to the following clause incorporated by reference for exceptions and further guidance.

***FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)***

## **9.20 CONTRACTOR MANPOWER REPORTING**

Section 2330a of title 10, United States Code (10 USC 2330a), requires the Secretary of Defense to submit to Congress an annual inventory of contracts for services performed during the prior fiscal year for or on behalf of the Department of Defense (DoD). The inventory must include the number of contractor employees using direct labor hours and associated cost data collected from contractors.

The prime contractor shall report all contractor labor hours and cost data (including subcontractor labor hours and cost data) required for performance of services provided under this contract. The prime contractor is required to completely fill in all required data fields in accordance with the contractor's user guide instructions found at <http://www.ecmra.mil>.

Reporting inputs will be for the labor executed during the period of performance for each Government fiscal year (FY), which runs 1 October through 30 September for the life of the contract. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October\* of each calendar year. Contractors may direct questions to the CMRA help desk.

\*Reporting Period: Contractors are required to input data by 31 October of each year.

Uses and Safeguarding of Information: Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor

dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

User Manuals: Data for Air Force service requirements must be input at the Air Force CMRA link. However, user manuals for government personnel and contractors are available at the Army CMRA link at <http://www.ecmra.mil>.

#### **9.21 Invoice Procedures:**

A proper invoice shall be submitted not later than ten (10) work days into the following month for the previous month's services and/or deliverables. A copy of the invoice must be submitted electronically through the Central Invoice System (CIS) via the GSA ASSIST portal (<https://portal.fas.gsa.gov>). The COR and GSA KO or Contract Specialist must approve the invoice in ITSS prior to payment. The payment information must be a three-way match between the ITSS contract/task order information, CIS, and SAM (<https://www.sam.gov/portal/public/SAM/>) for the invoice to be successfully processed for payment. A hard copy invoice or mismatched information will result in the invoice being rejected.

Steps to Submit Invoice: a) Vendor must log into ASSIST, b) Search for your order number #ID401XXXXX, c) Select the "Invoices and Acceptance Reports' Link, d) Fill out the invoice form, e) Attach a copy of the invoice and supporting documents, f) "Submit" the form.

If the Contractor submits a revised invoice, the revised invoice must include: 1) a unique invoice number, 2) a brief explanation, and 3) a cross-reference to any previous invoice submittals for tracking purposes and avoiding duplication. The Contractor can distinguish revised invoices by appending the letter "R" plus a number to it. For example, INV12345 (*original*) becomes INV12345R1 (*revised*).

Reimbursable costs must not exceed the limit(s) specified in the contract. The Government will not pay charges that are not specifically identified in the PWS and approved, in advance, by the Government. For the reimbursable costs, invoices shall also reflect the initial funding amount, the amount used, any additions/subtractions to the task order amount and the remaining balance. Copies of all receipts, travel vouchers, supplier invoices, etc., that have been completed IAW the applicable Government regulations must be retained to support charges for other than employee labor hours. Original receipts shall be maintained by the Contractor and made available to the Government upon request.

Final Invoice and Release of Claims: The Contractor shall submit a final invoice within forty-five (45) calendar days after the end of the Performance Period. The Contractor may submit a completed and signed Release of Claims (GSA Form 1142) with the final invoice, entering the final invoice

amount on the Release of Claims, to expedite closeout. Otherwise, after the final invoice has been paid, the Contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the CO within fifteen (15) calendar days of final payment.

**9.21.1 Invoice Information:** The contractor shall provide the following information on each invoice submitted to the Central Invoice Service (CIS), which is available through GSA's AAS Business Systems (AASBS) portal, <https://portal.fas.gsa.gov>.

- a. Invoice Number – do not use any special characters; AASBS and the invoice must match
- b. ACT (GSA financial tracking number) Number from GSA Form 300, Block 4
- c. GSA Task Order Number – must match AASBS
- d. Contract Number from GSA Form 300, Block 3
- e. Point of Contact and Phone Number
- f. Remittance Address
- g. Period of Performance for the billing period
- h. Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Labor, reimbursable costs, CAF, and other charges (e.g., G&A) must be broken out as follows:
  - (1) Skill Level Number, Associated Skill Level Name, and Employee Name
  - (2) Actual Hours Worked During the Billing Period
  - (3) Travel itemized by individual and trip; backup information is required to substantiate the traveler's name, dates of travel, destination, purpose of travel and cost (airfare, lodging, per diem and other expenses) for each trip. This information must be provided in sufficient detail to allow verification of JTR compliance.
  - (4) Support items itemized by specific item and amount
- i. Prompt Payment Discount, if offered
- j. Total Invoice Amount – must match the acceptance information posted in AASBS and cannot exceed the current task order ceiling
- k. When applicable, the task order's final invoice must be marked "FINAL".

**9.22 Transition Out:** The contractor shall develop a "Transition-Out Plan" to facilitate the accomplishment of a seamless transition from the incumbent to incoming contractor/government personnel at the expiration of this task order. The contractor shall provide a Transition-Out Plan NLT ninety (90) calendar days prior to expiration of the task order. The contractor shall identify how it

will coordinate with the incoming and or government personnel to transfer knowledge regarding the following: project management processes, points of contact, location of technical and project management documentation, status of ongoing technical initiatives, appropriate contractor to contractor coordination to ensure a seamless transition, transition of key personnel, identify schedules and milestones, identify actions required of the government, establish and maintain effective communication with the incoming contractor/government personnel for the period of the transition via weekly status meetings.

**9.23 Task Order Closeout:** The contractor shall submit a final invoice within forty-five (45) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

**9.24 Incorporated Clauses:** The applicable Alliant contract terms and conditions, provisions and clauses apply to this task order. In addition, the following clauses below are incorporated into this Task Order or restated for emphasis.

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998). This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acquisition.gov/far/>  
<http://farsite.hill.af.mil/vffar1.htm>

Clause	Title	Date
52.204-9	Personal Identity Verification of Contractor Personnel*	Jan 2011
52.215-22	Limitations on Pass-Through Charges- Identification of Subcontract Effort*	Oct 2009
52.215-23	Limitations on Pass-Through Charges*	Oct 2009
52.216-7	Allowable Cost and Payment	Jun 2013
52.222-2	Payment for Overtime Premiums	Jul 1990
52.222-17	Non-displacement of Qualified Workers	May 2014
52.222-54	Employment Eligibility Verification	Oct 2015
52.223-1	Biobased Product Certification – Products	May 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	Sep 2013
52.223-4	Recovered Material Certification	May 2008

52.223-9	Estimate of Percentage of Recovered Material Content for EPA Designated Items	May 2008
52.232-20	Limitation of Cost	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.237-3	Continuity of Services*	Jan 1991
52.242-1	Notice of Intent to Disallow Cost	Apr 1984
52.244-2	Subcontracts	Oct 2010
52-245-1	Government Property	Apr 2012
252.201-7000	Contracting Officer's Representative	Dec 1999
252.203-7000	Requirements Relating to Compensation of Former DOD Officials	Sep 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract -Related Felonies	Dec 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Sep 2013
252.204-7000	Disclosure of Information	Aug 2013
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004 Alternate A	System for Award Management.	Feb 2014
252.209-7002	Disclosure of Ownership or Control by the Government of a Terrorist Country	Jun 2010
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	Oct 2015
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	Dec 2015
252.204-7009	Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Dec 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Dec 2015
252.239-7009	Representation of Use of Cloud Computing	Sept 2015
252.215-7002	Cost Estimating System Requirements	Dec 2012
252.223-7004	Drug-Free Work Force	Sep 1988
252.227-7013	Rights in Technical Data—Noncommercial Items	Feb 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	Feb 2014

252.227-7016	Rights in Bid or Proposal Information	Jan 2011
252.227-7030	Technical Data – Withholding of Payment	Mar 2000
252.227-7037	Validation of Restrictive Marking on Technical Data	Jun 2013
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	Jun 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	Apr 2012
252.245-7002	Reporting Loss of Government Property	Apr 2012
252.245-7003	Contractor Property Management System Administration	Apr 2012
252.245-7004	Reporting, Reutilization, and Disposal	Mar 2015
252.246-7003	Notification of Potential Safety Issues	Jun 2013
5352.242-9001	Common Access Cards (CAC) for Contractor Personnel	Nov 2012

**Clause in FULL TEXT:**

***FAR 52.216-10, INCENTIVE FEE (JUN 2011)***

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) “Target cost,” as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) “Target fee,” as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.*

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by .05 cents for every dollar that the total allowable cost is less than the target cost or decreased by .05 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 5% percent or less than 3.5% percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of --

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;



(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

## **10.0 Reference Information: *Workforce Projection***

## **11.0 Attachment : DD254**